BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

Volume-II

SECTION –GCC (GENERAL TERMS AND CONDITIONS)

Enq No: CEE/CTAZ/SEE(O)/AEE-1/2023-24/062 Date:18.08.2023.

In the interest of BESCOM services, the total requirement of 108 Nos. of Security Guards (Without Gun) on contract basis to various offices of Chitradurga Zonal jurisdiction for a period of 12 months (as per Annexure-A)., may vary however such changes will be as per the provisions of KTPP Act.

1.0 Minimum Qualification and knowledge required for Security Guards.

a. The Security Guard's, minimum qualification should be 7th standard pass or equivalent
b. The Security Personnel provided shall be able bodied, physically fit and mentally sound, well trained and disciplined
c. Should be aged between 18 to 65 years (As per PSAR Regulation 2005).
d. Knowledge of Kannada & English is a must.
e. Necessary training to be provided for Security Guards as per latest Government order.

2.0 The Contract agency which is providing security guards services will be purely on contract basis and not entitled to claim any permanency benefits from BESCOM.

3.0 Duties

The Agency shall make arrangement to provide weekly holidays and other holidays to Security personnel posted on duty by making alternate arrangements**.**

4.0 Selected Security Guards shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, any other details etc and also the agency should provide uniforms to the deployed staff.

5.0 All provisions related as per the Acts noted below shall be provided to the staff’s by the Agency only and Agency shall provide all related benefits under these following workmen’s Act related to Labour law.

a) Minimum Wages Act.
b) Payment of Wages Act, 1936.
c) Contract Labour (Regulation and Abolition) Act, 1970.
d) Employees PF and Miscellaneous Provision Act, 1952.
e) Employees State Insurance Act, 1948.
f) Workmen's Compensation Act.
g) All Laborers Law and Rules pertaining to labourers.

6.0 The Contractor should ensure that the security personnel wear uniform and uniform kit like whistle, leather shoes, leather belts, lathi, jersy/over coat, rain coat, torches, shoulder badges, caps with monogram will also be supplied to the security personnel by the agency. In case, the person so deployed is found to be "not alert" or "not in proper uniform, dress or commits any breach of any of the terms and conditions of the contract", the BESCOM shall have the right to impose any punishment or fine upto Rs.1,000/- (rupees one thousand only) on the agency. In case of these defaults, the BESCOM has the right to terminate the Contract by giving notice of seven days.

7.0 For the successful Tenderer the rate quoted by the firm is only applicable and shall be not entitled for any other charges.

8.0 **Agreement:-** The successful Tenderer shall furnish an agreement on Rs.200/- stamp paper in the prescribed format within 15 days from the date of LOI along with security deposit for placing the contract order / DWA. The Successful Tenderer shall also furnish the details of Employees name, EPF/ESI Account No if available within fifteen days from the date of issuing of LOI. If ESI,EPF of agency's employees Account number is not available, the same shall be submitted to billing section within 45 days from the date of contract order, failing which the award will be cancelled and the bidder is liable to be blacklisted apart from forfeiting EMD.

9.0 The Successful Tenderer shall submit the monthly bill in triplicate with authenticate seal and signature for payment.

10.0 The agency shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

- Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.
- Copy of EPF paid in the formats such as 5A,10,12A and ESI paid in format 7
- Copy of GST paid details including GSTR-1 and GSTR-3B form.

11.0 The security guards engaged by the firm will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.

12.0 In case of any accidents, injuries etc to the engaged security guards of the agency, if any compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.

13.0 The agency shall meet all the medical expenses of outsource employees for which agency should have the medical/accident insurance policy for its employees.

14.0 The Agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the Contractor shall be responsible for penalties levied by the appropriate authority under the Act. The Agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of EPF contribution as may be applicable is the responsibility of the Contractor at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the Agency shall be held responsible.

15.0 The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the Contractor. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The Contractor shall not be entitled to any other allowances or benefits which are not included in the contract.

16.0 Incase the Tenderer, subcontract the tender to other contract agency, such Tenderer will be rejected by giving 7 days notice. Any loss on

account of such acts to BESCOM shall be borne entirely by the agency itself.

17.0 This contract is for a period of **12 months**. Incase of any unsatisfactory situations BESCOM has the right to cancel the order without giving any notice. **Contract Agency and its employees have no right to disclose any Technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others.**

18.0 The Tenderer shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCOM permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the Tenderer is solely held responsible.

19.0 The Chief Engineer Electy, CTAZ, BESCOM, has full rights to accept or reject the offers.

20.0 In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Chief Engineer Electy, CTAZ, BESCOM, Chitradurga whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and In case of any dispute between the Contractor and the engaged security guards, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

21.0 Staff provided by Contract Agency is not entitled for any permanency benefit in BESCOM.

22.0 The Company reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

23.0 Any discount/rebate offered on whatever account shall be indicated for the specific purpose/quantities for which the same is intended otherwise the discount/rebate offered will not be considered while comparing quoted prices.

24.0 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid

notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

25.0 SECURITY DEPOSIT:

a. The Security deposit **shall be paid within 7 days from the date of the issue of LOI**. The bidder shall pay Security Deposit against Performance in the form of Bank Guarantee equal to **5% of the total contract value** payable to the Chief Engineer (Ele.,) C,O&M, CTAZ, BESCOM, Bangalore. In case of failure to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the contact order will be cancelled.

b. The service contract becomes effective from the date of the contract award issued, which shall be valid for a period of **one year** . BESCOM shall have right to terminate this contract without any notice or reason, if the service is not satisfactory or any malpractice is noticed.

c) The mode of payment of Security Deposit is as follows:

i. If the amount of Security Deposit payable is Rs.10,000/- and less, the same shall be payable by Cash or Demand Draft.

ii. If the amount of Security Deposit payable is more than Rs.10,000/- and upto and inclusive of Rs.10,00,000/-, it shall be payable in the form of Demand Draft and balance in excess of Rs. 10,00,000/- shall be in the form of Bank Guarantee issued by a **Nationalized / RBI approved Scheduled Commercial Bank.**

d) In case you fail to furnish the required Security Deposit within the prescribed date, **the Earnest Money Deposit will be forfeited and the Contract Order will also be cancelled.**

e) The Security Deposit will be discharged without any interest at the end of successful completion of Contract period.

26.0 Liability for Accidents, injure, illness etc: The company shall not accept any liability whatsoever for any accident injuries or illness etc., caused to any security personnel deployed by the contractor during the

course of duties. The contractor shall be solely responsible for all such happenings.

27.0 Compensation for losses due to thefts and pilferages: In the event of the company incurring any loss due to any thefts or pilferage occurring in any area/post/building guarded by the Agency's personnel, the agency shall compensate in full such loss as may be assessed by the company, if it is proved after investigation that, such loss is attributable to the negligence or slackness or connivance of the agency personnel such amount as mentioned above shall be deducted from the agency bill and or any other amount as may be due to him. BESCOM shall lodge complaint with the jurisdictional police regarding such an occurrence. The agency shall also investigate into the matter and communicate the result of such investigation to the BESCOM. He shall assist the company, police or any other authorities in their investigation. If the property is recovered by the company or police, the cost of such property shall be refunded to the agency, if already recovered by him less the cost of damages to such property as assessed by the BESCOM. Restoration of such property from police or courts shall be the responsibility of the agency.

28.0 Contractor's Obligations:

28.1 The Contractor shall provide trained security guard services at BESCOM premises as per Schedule of Work / Requirements which may be amended from time to time by the BESCOM during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the BESCOM from time to time.

28.2 The security guards availed on contract basis can be reduced as depending on requirement duly giving notice of 15 Days by the company.

28.3 The contractor shall provide trained security guards and these personnel deployed shall be employees of the contractor only and the BESCOM shall not in any manner be liable and all statutory liabilities (such as ESI & EPF etc.) shall be paid by the contractor.

28.4 The contractor shall submit to BESCOM, the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

28.5 The BESCOM shall have the right, within reason, to have any personnel to remove from duty who is considered to be undesirable or otherwise and similarly the contractor reserves right to remove the any personnel with prior intimation to the BESCOM, emergencies, exempted.

28.6 **The contractor shall cover his personnel for personal accident and death while performing the duty and the BESCOM shall have no liability and obligation in this regard.**

28.7 The contractor shall exercise adequate supervision to reasonably ensure proper performance of security guard services in accordance conditions of contract award.

28.8 The contractor shall issue identity cards / identification documents to all its employees who will be instructed by the contractor to display the same.

29.0 The personnel of the contractor shall not be the employees of the BESCOM and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract. The contractor shall make them known about this position in writing before deployment under this agreement.

29.1 The contractor shall also provide at his own cost all benefits statutory or otherwise to its employees and the BESCOM shall not have any liability whatsoever on this account. The contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) and Gratuity Act or any other law in force.

30. The contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the contractor .

30.1 The contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

30.2 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

30.3 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the BESCOM.

30.4 The contractor shall not employ any person below the age of 21 years old security guard engaged shall be trained for providing services.

31.0 Contractor's Personnel:

31.1 The contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the BESCOM premises at the BESCOM Site and in sufficient number to undertake the responsibilities imposed upon the contractor under the contract and to provide full attention for executing the work thereof.

31.2 The contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The contractor shall also keep informing the BESCOM of any change in its organization or its personnel

31.3 The personnel engaged by the contractor shall be dressed in neat and clean clothes with proper Identity cards.

32.0 Contractor's Liability:

32.1 The contractor shall completely indemnify and hold harmless the BESCOM and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the contractor or any of its employees engaged in the provision of the Security guard services to the BESCOM.

32.2 The BESCOM shall not be liable to pay in any way whatsoever and the BESCOM hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly to any compensation of any kind..

32.3 The contractor shall not sub-contract or sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor contravening this condition, BESCOM shall be entitled to place the contract elsewhere on the contractors risk and cost, and the contractor shall be liable for any loss or damage, which the BESCOM may sustain in consequence or arising out of such replacing of the contract.

33.0 <u>BESCOM Obligations:</u>

33.1 Except as expressly otherwise provided, the BESCOM shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the security guard services are to be provided required to enable contractor's employees to carry out the services.

33.2 The BESCOM shall comply with and fulfill the recommendations (if any), if deemed necessary by the BESCOM, made in writing by the contractor in connection with the performance of the services. The BESCOM shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the services as soon as possible after the BESCOM becomes aware of them.

33.3 The BESCOM shall not be under any obligation for providing empanelment to any of the personnel of the contractor after the expiry of the contract. The BESCOM does not recognize any employee, employer's relationship with any of the workers of the contractor.

33.4 The contract agency, which is providing security guard service will be purely on outsource through agency and not entitled to claim any permanent benefits from BESCOM.

33.5 The contractor shall ensure satisfactory standards by his manpower posted as security guard and any loss to BESCOM caused due to negligence of the personnel of contractor in duties, undesirable act, misbehavior and carelessness of its employees shall be borne by the agency itself. In case if the services are not up to the mark, such person has to be replaced at the request of local officers by the agency.

34.0 **Agency shall take the responsibility of inspecting their employees on duty on regular basis by appointing supervisors. Agency shall**

inspect from time to time and ensure satisfactory performance of the employees provided.

Chief Engineer (Ele),
CTAZ, BESCOM.